

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES OR SERVICES AND PRICES

<u>Line Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Price per unit</u>	<u>Total</u>
0001	Task 1 – Refurbishment of Mini-Portable Purge Units	2	EA	\$_____	\$_____

TOTAL \$_____

NFS 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is \$ **TBD** (to be completed at award).

(End of clause)

B.2 INCIDENTAL DELIVERABLES

Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in Section J, Attachment J-1/J-A, Incidental Deliverables. Nothing contained in Attachment J-1/J-A shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract, which are not identified and described in Attachment J-1/J-A. The cost of data to be furnished in response to Attachment J-1/J-A and other provisions of this contract is included in the firm-fixed price of the awarded contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C. 1 SCOPE OF WORK

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation, and equipment (except any property including utilities as may be specified in the Schedule to be Government-Furnished) and perform all work for the Task(s) named below, and as defined in the Technical Documentation listed below entitled "Contract Drawings, Maps and Specifications," and in accordance with the terms and conditions of this Contract, and within the performance schedule set forth in FAR clause 52.211-8, entitled "Time of Delivery."

<u>Line Item</u>	<u>Description</u>
0001	Task 1 – Refurbishment of Mini Portable Purge Units

C. 2 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

(a) Five sets of full scale contract drawings, maps and specifications, (excluding applicable publications incorporated into the technical provisions by reference), plus one CD or DVD containing electronic, portable document format (PDF) versions, will be furnished at award to the Contractor without charge. The work shall conform to the following contract drawings, maps and specifications, attached hereto and made a part hereof.

Drawing 584F0301001 titled "MPPU Refurbishment Design Environmental Control System" dated 5/6/11, pages 1 through 111

Specification 584FCM01001 titled "MPPU Refurbishment Design Environmental Control System", dated 11/5/06, pages 1 through 788

(b) Addenda to Specifications and Drawings: N/A

(c) "Or Equal" Items"

Throughout the Technical Specifications and on the drawings of this contract, where certain manufacturers' trade names and model numbers are specified and followed by the term "or equal," the manufacturer's name and data as specified shall represent the minimum standard type, quality, and capacity acceptable for incorporation into the work covered by this contract. The products of other manufacturers will be considered as being acceptable, provided that such products fully meet or exceed all minimum structural or use and operational features of the particular manufacturers' items as specified. In all cases, the acceptability of "or equal" items shall be at the Contracting Officer's discretion, based upon approval data submitted by the Contractor in accordance with the requirements under Shop Drawings herein.

(d) Omissions from the drawings or specifications, or the omission or misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed

details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

C. 3 REQUESTS FOR INFORMATION/CLARIFICATION (RFIC)

The Contractor shall promptly report to the Contracting Officer all problems or conflicting technical information encountered during the contract performance so that the Government may provide solutions or appropriate direction. Such problems shall be reported on KSC Form No. 8-268, "Request for Information/Clarification," to be provided by the Government. A copy of each RFIC will be provided to the Contracting Officer's Technical Representative (COTR) concurrently with the transmittal to the Contracting Officer. The Contractor shall log and control each Request for Information/Clarification (RFIC), including those generated by subcontractors.

C. 4 DEVIATIONS AND WAIVERS

(a) When the Contractor proposes to perform work which does not conform to the requirements of the applicable contract drawings and specifications, the Contractor shall submit to the Contracting Officer for approval, a written request for deviation or request for waiver on the nonconforming work.

(b) All requests by the Contractor shall be submitted on KSC Form 8-69 (Contractor Request to Use Nonconforming Parts or Material) fully executed including an offer of consideration to the Government. The request must be technically supported by justification, rationale, design considerations, calculations and other data which permits ready and conclusive evaluation by the Government as to acceptability or non-acceptability.

(c) Where a requested deviation or waiver on a particular aspect of the work has a relation to, or affects, other aspects of the work, those other aspects of the work shall be clearly identified and referenced. And, if the requested deviation or waiver necessitates a deviation or waiver on other aspects, requests for all such deviations and waivers must be submitted concurrently.

(d) Any request not submitted in strict accordance with this provision will not be considered.

SECTION D - PACKAGING AND MARKING

D.1 NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

- a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.
- (b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.
- (c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of Clause)

NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) SEP 2007

- a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.
- (b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- (c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:
 - (1) Item Description.
 - (2) Unique Identification Number (License Tag).
 - (3) Unit Price.
 - (4) An explanation of the data used to make the unique identification number.
- (d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
 - (1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Transportation Officer, NASA
C/O ISC Warehouse, Bldg M6-744
Kennedy Space Center, FL 32899

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

52.246-12 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

E.2 LISTING OF NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE.

1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUG 2003)

E.3 FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Technical Representative (COTR). Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract.

E.4 QUALITY ASSURANCE PLAN

(1) A quality assurance plan shall be prepared in accordance with AS 9100, paragraph 4.2.1 and submitted with your Offer. Once approved, the quality assurance plan will be incorporated by modification into the resultant contract.

(2) The plan shall describe how the Contractor intends to ensure compliance with the quality requirements of the contract and shall address each of the following as a minimum:

- a. Authority and responsibilities of quality control personnel along with a copy of the letter of delegation to the Contractor's representative and his staff for quality control that defines their delegated duties and responsibilities.
- b. That part of the Contractor's organization that is concerned with the contract activities.
- c. The Contractor's organization, including his quality organization.
- d. The Contractor's operational plan for accomplishing and reviewing work supervision, inspection, tests, material work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and tests records, including those for subcontractors. These provisions shall include the methods to be effected during the procurement cycle (order to deliver) for those items of materials or equipment which require source inspection, shop fabrication, and like operations away from the work site.
- e. Training
- f. Certification(s) of personnel as required by the Specification.
- g. Recertification of personnel
- h. Certification of processes or equipment as required by the specification.

- i. Qualification of procedures.
- j. Non-destructive testing requirements.
- k. Identification of independent certifying and testing laboratories to be used.
- l. Identification of cleanliness levels and list of companies used to certify these levels.
- m. The plan shall contain an appendix with a reproduction of each form, report format, or other similar records to be used in the program.

The Contractor may use, at his option, in whole or in part, his existing Quality Assurance Plan and procedures provided they are revised/updated and identified to these requirements, and submitted to the Contracting Officer for review as to acceptability.

The Contractor shall develop and maintain detailed quality control procedures to be scheduled as required to implement the Quality Program Plan and the requirements of the specifications and drawings.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE AND IN FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)
52.247-34 F.O.B. DESTINATION (NOV 1991)

FAR 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1	2	365

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding

- (1) five calendar days for delivery of the award through the ordinary mails, or
- (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term “working day” excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.242-70	TECHNICAL DIRECTION. (SEP 1993)
NFS 1852.245-72	LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR OTHER SERVICES. (MAR 1989)

G.2 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES

NFS 1852.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (SEP 2007)
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(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart [1845.71](#), and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address:

NASA, John F. Kennedy Space Center
Attn: OP-OS-IP/Cynthia Jarvis
Industrial Property Officer
Kennedy Space Center FL, 32899

unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart [4.7](#), Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and

associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart [1845.71](#) and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) SEP 2007

a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change -

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(End of clause)

NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1(DEVIATION)(SEPTEMBER 2007)

a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment N/A of this contract on a no-charge-for-use basis pursuant to the

clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at the contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
Mini Portable Purge Unit	1996	\$2,500,000	1	Manufacturer EEI	Model S83-0804-05	Serial Number 001
Mini Portable Purge Unit	1996	\$2,500,000	1	EEI	S83-0804-05	003
Lift Sling Assembly	1998	\$10,000.00	1	N/A	K61-4389	N/A

(End of clause)

**NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
(DEVIATION) SEP 2007**

(a) In addition to physical inventory requirements under the clause at FAR [52.245-1](#), Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory -

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR [52.245-1](#);

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR [52.245-1](#); and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

- (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
 - (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.
- (2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;
- (3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.
- (c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall -
- (1) Provide a summary showing number and value of items inventoried; and
 - (2) Include additional supporting reports of -
 - (i) Loss in accordance with the clause at [52.245-1](#), Government Property;
 - (ii) Idle property available for reuse or disposition; and
 - (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.
- (d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE AND IN FULL TEXT

NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APRIL 2002)

a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

NFS 1852.225-70 EXPORT LICENSES. (FEB 2000)

Fill-in:

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign

persons in the performance of this contract, including instances where the work is to be performed on-site at Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>.

I. 2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

52.202-1	DEFINITIONS. (JUL 2004)
52.203-3	GRATUITIES. (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES. (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES. (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
52.204-7	CENTRAL CONTRACTOR REGISTRATION. (APR 2008)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)

52.215-2	AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA MODIFICATIONS. (OCT 2010)
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT1997)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
52.222-3	CONVICT LABOR. (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)
52.222-26	EQUAL OPPORTUNITY. (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

52.222-49 SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN. (MAY 1989)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

52.223-15 ENERGY EFFICIENCY in ENERGY-CONSUMING PRODUCTS (DEC 2007)

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC. 2007)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)

52.232-1 PAYMENTS (APR 1984)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST. (OCT 2010)

52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

52.232-25 PROMPT PAYMENT (OCT 2008)

Submit Invoices To:

1 - ORIGINAL
NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
FAX: 866-209-5415
Email: NSSC-AccountsPayable@nasa.gov

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL
CONTRACTOR REGISTRATION. (OCT 2003)**

52.233-1 DISPUTES – ALT I (JUL 2002)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT
2004)**

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-1 CHANGES FIXED PRICE. (AUG 1987)

52.244-2 SUBCONTRACTS (OCT 2010)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS – ALT I (DEC2010)

52.245-1 GOVERNMENT PROPERTY (AUG 2010) ALT I

52.245-9 USES AND CHARGES. (AUG 2010)

52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG. 1996)

52.246-25 LIMITATION OF LIABILITY -- SERVICES (FEB 1997)

**52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(SERVICES) (SHORT FORM). (MAY 2004)**

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICES). (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I. 3 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)

NFS 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)

NFS 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

NFS 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)

Fill-In: (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in (1) copies, an original and (1) copies.

NFS 1852.243-71 SHARED SAVINGS. (MAR 1997)

I. 4 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1), NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) AND KSC CLAUSES INCORPORATED IN FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov> .

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
HVAC Repair Technicians	\$ 20.58

(End of Clause)

**52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR
EPA-DESIGNATED PRODUCTS (AUG 2000) (ALTERNATE I) (MAY 2008)**

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specification or other contractual requirements.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

- (c) The Contractor, on completion of this contract, shall—
- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and contract performance, including, if applicable, the percentage of postconsumer material content; and
 - (2) Submit this estimate to the Contracting Officer.

52.223-11 -- OZONE-DEPLETING SUBSTANCES. (MAY 2001)

(a) *Definition.* “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

NFS 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

Kelvin M. Manning
Kennedy Space Center Coder AA-B
Kennedy Space Center, FL 32899
Telephone Number (321) 867-7246
Telefax Number (321) 867-8807
E-Mail: kelvin.m.manning@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

NFS 1852.243-70 ENGINEERING CHANGE PROPOSALS. (OCT 2001)

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" Price increase or decrease adjustment amount, if any, and the required Period of performance adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" price and Period of Time of Delivery adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the

right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(End of clause)

KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)

A. Identification of Employees

1. Badging

i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdgglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.

ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.

1. Contract number and location of work site(s);
2. Contract commencement and completion dates;
3. Status as prime or subcontractor; and,
4. Name of the contractor designated security/badging official.
5. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.

iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor

shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

- v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

2. Investigations

- i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.
- ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:
 - 1. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
 - 2. Standard Form 85, Questionnaire for Non-Sensitive Positions;
 - 3. Optional Form 306, Declaration for Federal Position Employment; and,
 - 4. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

3. Badging Restrictions/Categories

4. Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

- i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
- ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours.

Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

I. 6 PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURES

The following procedures implement the Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

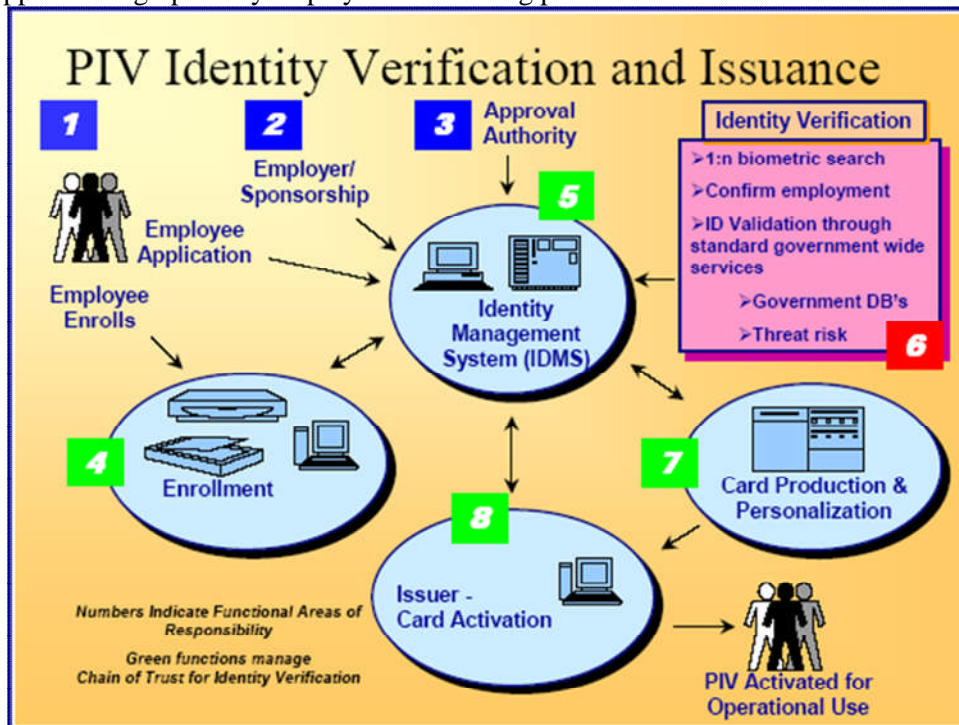


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily

completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV

federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents must be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

See attachments listed in the table

Attachment	Title	PAGE
J-1	KSC Drawings, Reference Article C.2	
J-2	KSC Specifications, Reference Article C.2	
J-3	Service Contract Wage Determination Number (once contract is awarded the Service Contract Wage determination will be incorporated based on the awardees geographical location.	
J-4	Contractor's Quality Control Plan (to be incorporated as approved by the Contracting Officer).	

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE AND IN FULL TEXT

PROVISION

TITLE

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2011)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

__X_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

__X_ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>

L.2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE AND IN FULL TEXT

PROVISION	TITLE
52.211-6	BRAND NAME OR EQUAL. (AUG 1999)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION. (JUL 2009)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

**52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF
FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM
DESCRIPTIONS. (JUN 1988)**

The specifications cited in this solicitation may be obtained from:

(a) KSC specifications and standards may be obtained through a web site maintained by the KSC Technical Library. These documents may be accessed at:

<http://www-lib.ksc.nasa.gov/lib/gp364.html>

(b) NASA specifications are available at <http://standards.nasa.gov/>. This website requires Public Access registration (Logon Required).

(c) The Acquisition Streamlining and Standardization Information System (ASSIST) is a web based system for military and federal specifications and standards. Managed by the DoD Single Stock Point (DoDSSP), Philadelphia, ASSIST-Online provides public access to standardization documents over the Internet. These documents are available at <http://assist.daps.dla.mil>; or by submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462

(d) Other Government Standards, Specifications, and other Technical Documents incorporated by reference in this solicitation may be obtained from:

John F. Kennedy Space Center, NASA
Specification & Standards Section
Mail Code: LIBRARY-D
Kennedy Space Center, FL 32899
Telephone (321) 867-3603 (Collect calls will not be accepted)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(e) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST. (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
OP-ES, Room 2477
Headquarters Building,
Kennedy Space Center, Florida 32899

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.2 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) AND KSC PROVISIONS INCORPORATED BY REFERENCE AND IN FULL TEXT

PROVISION NO. TITLE

NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Relevant Experience/Past Performance Proposal – Part I – Relevant Experience/Past Performance Summary	Limited to two (2) pages per each past or current contract
Part II - Page 1 of the Past Performance Questionnaire Copies that the offeror provided to each past performance point of contact	Limited to 1 page per Questionnaire
Relevant Experience/Past Performance Proposal – Part III – Optional Supplemental Past Performance Data From Prior Customers.	Limited to three (3) pages of information for each contract/project referenced in each offeror's Relevant Experience/Past Performance Summary

Quality Plan (See page 7 E.4)	No Page Limit

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

NFS 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (DEVIATION). SEP 2007

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:
AFTER CONTRACT AWARD.

(End of Provision)

NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION). SEP 2007

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

SEE NFS 1852.245-76 FOR LIST OF GOVERNMENT PROPERTY.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR [52.245-2](#), Government Property Installation Operation Services, as

included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property. **NONE.**

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision

(End of Provision)

KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS (AUG 2005)

a. Delivery Address:

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.

b. Hand-Delivered Offers:

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

c. Late Delivery of Offers/Bids:

Late offers/bids will be processed in accordance with FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," included in this solicitation.

d. Additional Information:

Proposals will not be publicly opened. Per FAR 3.104-4, proposal information shall not be disclosed to any person other than those authorized, in accordance with applicable agency regulations and procedures, by the agency head or the Contracting Officer.

L. 3 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted via email, cite the solicitation number, and be directed to the following Government representative:

Name: Tyrone Frey
Email: tyrone.j.frey@nasa.gov
Address: NASA John F. Kennedy Space Center
Procurement Office Code: OP-ES
Kennedy Space Center, Florida 32899

(b) Questions should be submitted on the attached Question/Comment Form, in MS Word or equivalent (no PDF or read only) format or in the body of the e-mail message (in the same format as listed on the Question/Comment Form, Appendix 2 to Section L of this solicitation). Send to the Contracting Officer listed by **7/7/11 at 3:30 PM LOCAL TIME** to allow for analysis and dissemination of responses in advance of the proposal due date. Questions received after this date will be considered but may not be answered. Oral questions will not be accepted.

(c) Questions or comments shall not be directed to the technical activity personnel.

L.4 GENERAL PROPOSAL PREPARATION INSTRUCTIONS

The solicitation, drawings package and specifications are available only through the Federal Business Opportunities website, (FEDBIZOPPS) (<http://www.fbo.gov>). No hard copies, CD's or other media will be provided by the Government. It is the responsibility of the potential offerors to download the documents listed in this solicitation.

- (a) The Government intends to make award without holding discussions with offerors. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. Offerors are cautioned to carefully follow the instructions set forth herein.
- (b) This solicitation DOES NOT invite offerors to submit alternate proposals. The Contracting Officer may reject any offer containing exceptions. Therefore, offerors are encouraged to include their best terms and conditions in the initial offer. If, despite the warning given in this paragraph, the offeror elects to include exceptions, they must be specifically and clearly identified on a separate page. In this solicitation, the words "offer" and "proposal" are used interchangeably. (See definition of "offer" at FAR 2.101.)
- (c) A PROPERLY SUBMITTED OFFER SHALL CONSIST OF THE FOLLOWING:
 - (1) Three copies of the SF 1447, Solicitation Offer and Award, with Blocks 13, 15, 19 - 22 completed and signed by an authorized representative of the offeror in block 27. The person signing the offer must initial each erasure or change appending the offer.
 - (2) Three copies of page 1 of all amendments issued, signed by an authorized representative of the offeror. (This requirement only applies if amendment receipts are not acknowledged on the signed SF 1442 submitted).
 - (3) Completion of Section K representations and certifications on-line at the Online Representations and Certifications Application (ORCA) website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation
 - (4) Two (2) copies of offeror's Relevant Experience/Past Performance Proposal (See Article L.6) consisting of:
 - (i) PART I - Relevant Experience/Past Performance Summary in accordance with Article L.6.
 - (iii) PART II– Page 1 of the Past Performance Questionnaire Copies that the offeror provided to each past performance point of contact. The past performance questionnaire is provided as Appendix 1 to Section L. of this solicitation.
 - (iv) PART III – Optional Supplemental Past Performance Data From Prior Customers in accordance with Article L.6.
 - (5) Two (2) copies of your Quality Plan.

The terms and conditions of the solicitation, including any amendments, shall take precedent over the offeror's proposal unless incorporated into the contract by specific reference.

Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration. The submittals will be evaluated for completeness and compliance with requirements of the Request for Proposal.

L. 5 RELEVANT EXPERIENCE/PAST PERFORMANCE PROPOSAL

- (a) The government will evaluate the contractor's relevant experience and past performance on recent efforts similar to the Government's requirement. Your Relevant Experience/Past Performance Proposal shall consist of Parts I, II, & III

Part I – Relevant Experience/Past Performance Summary
Part II – Page 1 of the Past Performance Questionnaire Copies
Part III – Optional Supplemental Past Performance Data from Prior Customers

- (b) Offerors are required to provide Parts I-III to the contracting officer identified below, to arrive not later than **7/19/2011 at 3:30 PM LOCAL TIME. Delivery instructions for Parts I-III shall follow Section L, Clause:**

PART I - RELEVANT EXPERIENCE/ PAST PERFORMANCE SUMMARY

1. Offerors shall provide a Relevant Experience/ Past Performance Information Summary identifying five past or current relevant contracts (including Federal, State, and local government and private) similar in size, content, and complexity to the instant Government acquisition, with the most relevant contracts listed first.
2. If applicable, offerors shall submit past performance information regarding predecessor companies or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. If the offeror proposes using a major subcontractor, the Relevant Experience/ Past Performance Information Summary shall also identify five past and current contracts performed by the major subcontractor that the offeror considers most relevant to the work to be performed by the major subcontractor. The term "Major Subcontractor" is defined as any subcontractor whose effort on this acquisition is projected to be more than 30% of the contract value.
3. The Relevant Experience/Past Performance Summary is specifically limited to no more than FIVE past and current contracts for the offeror and no more than FIVE past and current contracts for each of its major subcontractors and predecessor companies, if any.
4. Offerors with no recent and/or relevant past performance information to submit on projects it has itself performed (as an entity), shall submit past performance data on past and current contracts that proposed contractor key personnel have participated in, if key personnel have participated in such projects. Information on these projects is limited to five past and current contracts and shall be provided as described below. The Relevant Experience/Past

Performance Summary shall identify the names of the individuals and their roles in the specific projects.

5. Offerors are advised that while the list of submitted contracts are at the offerors' discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offerors past performance. The Relevant Experience/Past Performance Summary shall be limited to two pages of information for each past and current contract and include the following information for each referenced contract or project:

- (i) Name of project and contract/order number
- (ii) Type of contract/order (fixed-price or cost reimbursable)
- (iii) Dates of contract performance
- (iv) Place of contract performance
- (v) Name and address of customer or Government Agency
- (vii) Name, telephone number and e-mail address of Contracting Officer or equivalent customer contact
- (viii) Percentage and dollar value of contract work that was performed by the offeror
- (ix) Dollar value of contract/order as initially awarded
- (x) Current value of contract/order or, for completed tasks, the value at contract/order completion
- (xi) A brief discussion on why the selected contract is considered recent and relevant.
- (xii) A discussion on the management approach and organizational structure employed on the project to include, but not limited to the names of key prime and subcontractor management personnel and their roles, responsibilities, and authority (key personnel are defined as project managers, quality control managers, safety managers, and site superintendents).
- (xiii) Discussions on problems encountered (if applicable) during contract performance to include, but not limited to, challenges to successfully completing the project on schedule; safety violations/discrepancies; Department of Labor violations/discrepancies; non-payment of employees, subcontractors, and/or suppliers; and terminations. Offerors shall also discuss the offeror's corrective actions taken by the offeror relative to the identified problems.

PART II – PAST PERFORMANCE QUESTIONNAIRE COPIES

- (1) Part II of the offerors Relevant Experience/Past Performance Proposal shall consist of copies of the first page of each past performance questionnaire that the offeror

has sent to each customer contact identified in its Relevant Experience/ Past Performance Summary. NOTE: The offeror is required to complete the “THIS SECTION TO BE COMPLETED BY THE OFFEROR” area prior to sending the questionnaire to its customers.

- (2) Offerors shall provide the Past Performance Questionnaire (Appendix 1 to Section L of this solicitation) to each past performance Contracting Officer or customer contact equivalent identified in its Relevant Experience/ Past Performance Summary. Offerors shall request those customers to submit the completed questionnaires to the below address by e-mail. Questionnaires should be returned directly from the offeror’s past performance source to the Contract Specialist listed below:

Name: Tyrone Frey
Email: Tyrone.J.Frey@nasa.gov
Address: NASA John F. Kennedy Space Center
Procurement Office Code: OP-ES
Kennedy Space Center, Florida 32899

Offerors are responsible for assuring completed past performance questionnaire(s) are submitted by their reference sources directly to the Contracting Officer prior to response time of **7/19/2011**.
Past Performance Questionnaires will not be accepted directly from offerors.

PART III - OPTIONAL SUPPLEMENTAL PAST PERFORMANCE DATA FROM PRIOR CUSTOMERS

Offerors may provide supplemental statements, letters, reports or evaluations from prior customers indicating the level and quality of past performance on the contracts/projects listed in the Relevant Experience/Past Performance Summary. This supplemental information shall not exceed three (3) pages of information for each contract/project reference in your Relevant Experience/Past Performance Summary.

L. 6 CONTRACTOR RESPONSIBILITY

The assessment of past performance information is separate from the FAR Subpart 9.1 responsibility determination the contracting officer will make prior to award of a contract under this solicitation.

L. 7 APPENDICES TO SECTION L

This Section L is supplemented with the following appendices:

APPENDIX 1 – Past Performance Questionnaire

APPENDIX 2 – Question & Comment Form

APPENDIX 1 – Past Performance Questionnaire
PAST PERFORMANCE QUESTIONNAIRE SOLICITATION NNK11384829R
Refurbishment of Mini Portable Purge Units

NASA Kennedy Space Center's solicitation for Refurbishment of Mini Portable Purge Units, requires offerors to provide this Past Performance Questionnaire to recent and past customers to complete and return to NASA. Past performance raters are requested to submit the completed questionnaires to the contracting officer identified below via **e-mail**, to arrive not later than **7/19/2011 at 3:30 PM LOCAL TIME**. **NASA will not accept completed questionnaires from offerors.**

Completed questionnaires should be sent to:

NASA, John F. Kennedy Space Center
Attn: Tyrone Frey
E-mail: Tyrone.J.Frey@nasa.gov

Raters are requested to complete the questionnaire forms as written since altered or substituted questionnaires may not adequately address the information NASA will be evaluating.

SECTION I. THIS SECTION TO BE COMPLETED BY THE OFFEROR

Name of Contractor Being Evaluated: _____

Name of Project and Contract/Order Number: _____

Period of Contract Performance (dates): _____

Place of Contract Performance: _____

Contract Value at Award: _____

Contract Value at Completion or Current Contract Amount: _____

Contract Status (Prime or Subcontract?): _____

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:

SECTION II. THIS SECTION TO BE COMPLETED BY THE RATER

(THIS QUESTIONNAIRE, WHEN COMPLETED, SHALL NOT BE DISCLOSED TO ANYONE
OUTSIDE THE GOVERNMENT)

Name of Contractor Being Evaluated: _____

Name of Project and Contract/Order Number: _____

Period of Contract Performance (dates): _____

Place of Contract Performance: _____

Contract Value at Award: _____

Contract Value at Completion or Current Contract Amount: _____

Contractor's Status (Prime or Subcontractor?): _____

Percentage and Dollar Work Performed by the Contractor: _____

Dates of Rater's Involvement in Program/Contract: _____

Brief Description of Work Performed: _____

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:

=====

PLEASE RATE THE FOLLOWING:

On a scale of 1 to 5, with 1 being unsatisfactory and 5 being exceptional, please rate the contractor on the past performance areas included in this questionnaire. A rating of N/A should be used if the question is not applicable or the answer is unknown. Space is provided for any additional comments raters may want to provide. The definitions associated with the 1 to 5 ratings are provided below:

1. **UNSATISFACTORY:** Performance does (did) not meet most contractual requirements and recovery is not likely (did not occur). The contractual performance contains (contained) serious problem(s) for which the contractor's corrective actions appear ineffective (were ineffective).
2. **MARGINAL:** Performance does (did) not meet some contractual requirements. The contractual performance reflects (reflected) serious problem(s) for which the contractor has not yet identified acceptable corrective actions (did not provide acceptable corrective actions).
3. **SATISFACTORY:** Performance meets (met) contractual requirements. The contractual performance reflects (reflected) some minor problems. Corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
4. **VERY GOOD:** Performance meets (met) contractual requirements and exceeds (exceeded) some of the Government's expectations. The contractual performance reflects (reflected) some minor problems and corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
5. **EXCEPTIONAL:** Performance meets (met) contractual requirements and exceeds (exceeded) many of the Government's expectations. The contractual performance reflects (reflected) few minor problems and corrective actions taken by the contractor appear to be highly effective (corrective actions taken were effective).

N/A: Not applicable or rater has not observed performance in this area.

CONTRACT ADMINISTRATION

1. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

1	2	3	4	5	NA
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2. The contractor's compliance with Service Contract Act and other labor requirements and resolution of reported violations/discrepancies.

1	2	3	4	5	NA
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3. Has the contractor's performance required the issuance of any cure notices, show cause letters, or terminations for cause/default? (Please circle Yes or No)

Yes	No				
-----	----	--	--	--	--

Comments: _____

PERFORMANCE

1. In regards to performance, rate the contractor's adherence to the technical requirements of the contract:

General Provisions/Contract Requirements	1	2	3	4	5	N/A
Cooperation and Flexibility with customers	1	2	3	4	5	N/A
Integration of Custom Refrigeration Systems	1	2	3	4	5	N/A
Custom PLC Software development						
Implementation	1	2	3	4	5	N/A
End Product Performance	1	2	3	4	5	N/A
Requirement verification and validation	1	2	3	4	5	N/A
System Integration	1	2	3	4	5	N/A
Customer Training on end item	1	2	3	4	5	N/A
Project Documentation	1	2	3	4	5	N/A
General Quality Control	1	2	3	4	5	N/A

COMMENTS/REMARKS:

2. Performance was completed in accordance with the planned schedule.

1 2 3 4 5 N/A

COMMENTS/REMARKS:

3. In terms of their performance in meeting schedules, how would you rate them in the following areas?

Submission of Shop Drawings & Material Submittals	1	2	3	4	5	N/A
Delivery of Long lead items	1	2	3	4	5	N/A

COMMENTS/REMARKS:

4. Overall performance of the Management Team

Project Manager	1	2	3	4	5	N/A
Superintendent	1	2	3	4	5	N/A
Workers were all qualified and trained	1	2	3	4	5	N/A
Supervision of Subcontractors	1	2	3	4	5	N/A

COMMENTS/REMARKS

5. In terms of timely response to problems/issues during performance and ability to avoid unnecessary schedule delays, how would you rate the contractor?

Identified problems in a timely manner	1	2	3	4	5	N/A
Worked with project team effectively	1	2	3	4	5	N/A
Proposed acceptable solutions in a timely manner	1	2	3	4	5	N/A
Limited number of unsubstantial RFI's	1	2	3	4	5	N/A

COMMENTS/REMARKS

6. How would you rate their response to providing necessary documentation?

Provided adequate information and pricing data for modifications	1	2	3	4	5	N/A
Provided timely close out documentation (i.e., as-builts, release of claims, O&M manuals, warranties,)	1	2	3	4	5	N/A

COMMENTS/REMARKS

7. Ability/Willingness to identify and resolve problems in:

a. Management (relative to the contract)	1	2	3	4	5	N/A
b. Personnel (quantity and/or quality)	1	2	3	4	5	N/A

c. Scheduling Projects	1	2	3	4	5	N/A
d. Quality Control	1	2	3	4	5	N/A

8. Would you select this contractor again? () YES () NO

COMMENTS/REMARKS

ANY ADDITIONAL COMMENTS/REMARKS:

END

**APPENDIX 2
QUESTION/COMMENT FORM**

Solicitation NNK11384829R, Refurbishment of Mini Portable Purge Units

Questions or comments regarding this solicitation must be submitted via email to the Contracting Officer identified below.

Name: Tyrone Frey
Email: tyrone.j.frey@nasa.gov

Questions or comments must be received by the date listed in Article L.3

Questions shall be submitted in MS Word or equivalent (no PDF or read only formats) or in the body of the e-mail message. Late questions or comments will be considered by the Government but may not be answered. Offerors are cautioned that technical activity personnel are not authorized to answer solicitation questions or comments and that any responses from them may not accurately represent the Government's official position. The responses will be issued by amendment.

PLEASE CITE THE REFERENCE NUMBER SUCH AS PAGE NUMBER OF THE RFP, SPEC, DWGS, ETC, IF APPLICABLE.

1. REFERENCE:

QUESTION: _____

2. REFERENCE:

QUESTION: _____

3. REFERENCE:

QUESTION: _____

Submitted by (name): _____

Company: _____

E-mail Address: _____

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

(a) Discussions

In accordance with the Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a).) Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Only one award will be made as a result of this solicitation. Award will be made to the offeror who is deemed to be responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements and whose proposal offers the best value.

(b) Evaluation Factors and Selection of the Successful Offeror

- (1) The Contracting Officer will utilize a Price Performance Trade-Off (PPTO) technique to make a best value award decision. Evaluation and selection for contract award will be based on two factors: (i) Price and (ii) Relevant Experience and Past Performance (REPP). For purposes of selection, REPP will be considered significantly less important than price but may be traded off, one against the other, to select the proposal representing the overall best value to the Government.
- (2) In assessing past performance, the Government will assess the information provided in offerors' relevant experience/past performance volumes and the completed past performance questionnaires submitted by the offerors' Contracting Officers or customer contact equivalents identified in its Relevant Experience/ Past Performance Information Summary. The Government shall consider this information, as well as information obtained from other sources (to include interviews with previous customers), when evaluating offerors' relevant experience/past performance. The recency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors who will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The Government will not disclose the names of persons/companies who provide performance information. If, during the course of the evaluation, the Government obtains adverse information to which the offeror has not previously had an opportunity to respond, the Government will afford the offeror an opportunity to clarify the adverse information. This assessment of past performance information is separate from the contractor responsibility determination required under FAR Subpart 9.1.

(c) The following describes the general methodology that will be used for proposal evaluation:

(1) General Review:

Offerors will be checked against the List of Parties Excluded From Federal Procurement

and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration. Proposals will also be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 15.306 for resolving minor informalities or irregularities.

(2) Price Evaluation:

Offered Price Review:

Prices will be checked for minor or clerical errors. If necessary, offerors may be afforded an opportunity to resolve any such errors. Any exchange with offerors under this subparagraph shall be for the purpose of clarification (FAR 15.306(a)) and shall not constitute negotiations as defined at FAR 15.306(d). In the event of discrepancy between a unit price and the extended amount, the unit price shall be controlling.

Prices will be reviewed for apparent mistakes. Should this review reveal any prices that give the Contracting Officer reason to suspect a mistake in the offeror's pricing, the Contracting Officer will contact the offeror pursuant to FAR 15.306(b) and afford the offeror an opportunity to confirm its price or acknowledge the existence of a mistake. Any exchanges conducted under this paragraph will be pursuant to FAR 15.306(b)(3) and will not provide the offeror an opportunity to revise its' proposal.

After resolution of minor clerical errors and/or mistakes, prices will be reviewed for reasonableness and evaluated in accordance with FAR 15.404-1(b). The proposed prices will be evaluated by comparison against the Government estimate and prices submitted by other offerors.

(3) Relevant Experience and Past Performance (REPP) Evaluation:

(i) The Government will evaluate the contractors' relevant experience and past performance on recent efforts similar to the Government's requirements.

A. RECENCY: An assessment of the past performance information will be made to determine if it is recent. For purposes of this source selection, recent past performance is defined as contracts performed within five (5) years of the date of the issuance of this solicitation.

B. RELEVANCY: A relevancy determination of the offeror's present and past performance, including joint venture partners and/or major subcontractors will be made. In determining relevancy, consideration will be given to the effort, or portion of the effort being proposed by the offeror, joint venture partner, or subcontractor being reviewed and evaluated. The Government is not bound by the offeror's opinion of relevancy. The Present/Past Performance Information provided by the offerors and data obtained from other sources will be considered in establishing the relevance of present and past efforts. The offeror's Relevant Experience will be assessed based upon the offeror's past or current experience managing and servicing Air Cleaning and Air

Handling Units to include: Cabinet Units, Compact Air Conditioners, Environmental Control Unit, Specialized Trailers, Temperature Control Units, and Water Conditioning Units. Integration of Custom PLC Software development and integration. (Past performance at KSC, CCAFS, and other federal Government locations near KSC and CCAFS may be considered more relevant than work performed elsewhere.)

As deemed necessary, the Government shall confirm past and present performance data identified by offerors in their proposals. The Government may consider as relevant efforts performed for other agencies of the federal, state or local governments and commercial customers.

(ii) The government will evaluate the offeror's past performance in:

- A. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.
- B. The contractor's compliance with Service Contract Act and other labor requirements and resolution of reported violations/discrepancies.
- C. The effectiveness of the contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); vehicles; equipment; supplies; tools; and financial resources to successfully perform and provide contract deliverables and complete all work in a safe and timely manner
- D. The contractor's ability to perform and manage commercial and/or Government contracts/projects, to include:

The contractor's adherence to the technical requirements of the contract which includes:

- General Provisions/Contract Requirements, Cooperation and Flexibility with customers, Integration of Custom Refrigeration Systems, Custom PLC Software development and Implementation, End Product Performance, Requirement verification and validation, System Integration Customer Training on end item Project Documentation
- General Quality Control
- Performance in meeting schedules which includes: Progress Reports, Payrolls, Delivery of Long lead items, Submission of Shop Drawings & Material Submittals.
- Timely response to problems/issues during performance and ability to avoid unnecessary schedule delays, Identified problems in a timely manner, Worked with project team effectively, Proposed

acceptable solutions in a timely manner, Limited number of unsubstantial RFI's

- Any known payment problems to the subcontractors, suppliers or manufacturers

(iii) Performance Confidence Assessment Rating:

The offeror's evaluated relevant experience and past performance will be reviewed and an assessment made that reflects the Government's judgment of the probability of each offeror successfully accomplishing the proposed effort based on that offeror's demonstrated performance. Each offeror will then be assigned one of the Performance Confidence Assessment Ratings shown below. These Performance Confidence Assessment Ratings represent the Government's judgment of the probability of an offeror successfully accomplishing the proposed effort based on that offeror's demonstrated performance.

- **Very High Level of Confidence**

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)

- **High Level of Confidence**

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)

- **Moderate Level of Confidence**

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)

- **Low Level of Confidence**

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)

- **Very Low Level of Confidence**

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)

- **Neutral**

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(iv) Source Selection

The application of the PPTO technique to determine contract award and for use in the selection process for the determination of a proposal which offers the best value to the Government is as follows:

- A. All offers will be ranked by evaluated price in accordance with FAR 15.404-1.
- B. All offerors will receive a performance confidence assessment rating of very high level of confidence, high level of confidence, moderate level of confidence, low level of confidence, very low level of confidence, or neutral.
- C. If the offeror with the lowest evaluated price has received a performance confidence assessment rating of very high level of confidence, that offeror's proposal shall automatically be deemed to represent the best value for this acquisition, and award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9.
- D. If the offeror with the lowest evaluated price has received a performance confidence assessment rating of high level of

confidence and there are no other proposals with a performance confidence assessment rating of high level of confidence, that offeror's proposal shall automatically be deemed to represent the best value for this acquisition, and award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9.

- E. If the offeror with the lowest evaluated price has received a performance confidence assessment rating of high level of confidence and there are one or more proposals with a performance confidence assessment rating of very high level of confidence, or if the offeror with the lowest evaluated price has received a performance confidence assessment rating of moderate level of confidence or lower, the Government reserves the right to award a contract to either the low offeror or to any other offeror with a better performance confidence assessment rating. The Contracting Officer shall make an assessment of the price proposed and the performance confidence rating assigned to determine the best value for the Government.